

CONTRACT DISTRIBUTION SHEET

FROM: U.S. DEPARTMENT OF ENERGY, ROCKY FLATS FIELD OFFICE

DATE: OCT 15 2001

MO37

CONTRACT NO: **DE-AC34-00RF01904**
CONTRACTOR: **Kaiser-HILL Company, L.L.C.**

MODIFICATION NO.

RECIPIENTS OF THIS MODIFICATION

	<u>Original</u>	<u>Copy</u>
KaiserHill: L. Martinez (via formal transmittal memo)	1	
N. Sandlin, B 115		1
Bill Crossland, B850	1(A only)	1
DOE Reading Room, FRCC, B060	1 (M only)	1
EM-33 (F. Sheppard), FORS, DOE HQ	1 (M only)	1
Team Leader, Denver Audit Group, U.S. DOE OIG P.O. Box 281213, Lakewood, CO 80228-8213	1 (M only)	1
General Accounting Office (Attn: Pamela Tumler) 1244 Speer Blvd. Suite 800, Denver, CO 80204-3585	1(M only)	1
 <i>ROCKY FLATS FIELD OFFICE:</i>		
Deputy Manager (P. Golan)		1
AM for Closure Project Management (F. Lockhart, Acting)		1
Contracts Management Division (C. Dan)	1	
Integrator Contract Team (S. Scott, J. Siekerka)		1
Freedom of Information Officer (M. Hammack)	1 (M only)	1
AM for Environment & Infrastructure (J. Legare)	1(M only)	1
AM for Facilities Disposition (H. Dalton)	1 (M only)	1
AM for Field and Performance Assessment (J. Schneider, Acting)	1 (M only)	1
AM for Engineering (J. Jeffries, Acting)	1 (M only)	1
Chief Counsel (M. Roy)	1 (M only)	1
Chief Financial Office (P. Van Loan, Acting)	1 (M only)	1
Funds Control Team (J. Lewis)		1
Financial Operations (D. Reitz)	1	

Distribution Note:

Contract modifications are prepared and distributed by the Contracts Management Division. This copy is for the recipient highlighted above. For changes to this distribution, call Tim Evans at 303-966-6520.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. MO37	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 34-01RF01904.013	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan (303) 966-8485		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		90. DATED (SEE ITEM 11)		
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).

☒ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Article I.75 Changes--Cost Reimbursement (AUG 1987)- Alternate 1 (APR 1984)

D. OTHER (Specify type of modification and authority)

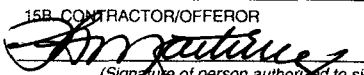
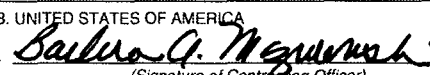
E. **IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF **AMENDMENT/MODIFICATION** (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification to Redesign 9975 Containers.

See page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/21/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9-24-01

This Modification makes the following revision to the Contract:

A. Changes to Fee Payment Schedule and Fee Payment Withholdings

1. Subparagraph (i) of Section B.6, Fee Payment Schedule and Fee Payment Withholdings, is changed to reflect the addition of Category III Fee Withholding for Work Control Related Events.

- (i) The below list identifies all Category 1, 2, and 3 Fee Deductions processed in accordance with Subparagraph (e) of Section B paragraph 6 "FEE PAYMENT SCHEDULE AND FEE PAYMENT WITHHOLDINGS" of this contract. In accordance with the above subparagraph these deductions will result in both a reduction of the immediate conditional incentive fee payment and also in a downward adjustment to the amount of the total adjusted fee at the contract's physical completion. Details regarding these Fee Reductions may be obtained by contacting the Contracting Officer.

Title	Category	Date	Amt
Material Moves	III	6/30/00	\$100,000
Building 371 HVAC Operations	III	6/30/00	\$60,000
Work Control Related Events	III	11/01/00	\$250,000

B. Changes To Section C, Statement of Work

1. Section C, Statement of Work is modified to reflect the Government's de-certification of the design for 9975 containers as first directed in Melody Bell's Memoranda to L.A. Martinez (AMFD:FDG:DAH:00-02255) dated April 17, 2000 and (AMFD:FCG:DAH:00:02635) dated May 23, 2000, and re-certification of the design for the 9975 containers directed in Barbara Mazurowski's memorandum to Robert E. Tiller (FD:FC:DAH:01-00556) dated March 22, 2001.

C. Equitable Adjustment

1. Section C Statement of Work Technical Exhibits A, I. Special Nuclear Material, Scope A. Plutonium 1) shall be changed to read as follows:
 - 1) Ship all non-classified plutonium metals and oxides to the Savannah River Site or other DOE approved alternative² by October 14, 2002 (except for Pu holdup discovered and/or removed after 10/14/02).
2. Section B.2 Target cost and Target Fee are changed to read as follows:
 The Target Cost and Target Fee are:

Target Cost (excludes fee):	<u>\$3,964,713,170</u>
Target Fee:	<u>\$ 340,090,000</u>

3. Part II-Contract Clauses Section I.23 Incentive Fee (Mar 1997), subparagraph (e) is hereby- corrected to read as follows:

“(e) Fee Payable. (1) the fee payable under this contract shall be the target fee increased by thirty (30) cents for every dollar that the total allowable cost is less than Target Cost or decreased by thirty (30) cents for every dollar that the total allowable cost exceeds Target Cost plus **\$200,000,000**. If the total allowable cost is between Target Cost and Target Cost plus **\$200,000,000**, the fee payable shall be the Target Fee. In no event shall total fee payable be greater than 11.607 percent of the Target Cost or less than 3.7850 percent of Target Cost.”

In consideration of the modification (s) agreed to herein as complete equitable adjustments for the Contractor's Request for Equitable Adjustment for “Modification to 9975 Container Design,” Kaiser Hill Company, L.L.C. hereby releases the Government from any and all liability under this contract for further equitable adjustment.

End of Modification